

580.6

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4 BILL NO. S-77-11- 07

5 SPECIAL ORDINANCE NO. S- 243-77

6 AN ORDINANCE approving a contract with
7 Hipskind Asphalt Corporation for Resol-
8 ution No. 5770-77.


9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
10 FORT WAYNE, INDIANA:

11 SECTION 1. That the contract dated October 24, 1977,
12 between the City of Fort Wayne, by and through its Mayor and
13 the Board of Public Works and Hipskind Asphalt Corporation, for:

14 Resolution No. 5770-77: To partially construct
15 sidewalk and 100% curb on St. Joe Blvd. from north
16 curb line of Forest Avenue to the south curb line
17 of State Blvd., to a width of 5' and concrete curbing
as specified in accordance with City Plans and
Specifications. Project will also include center
island park curbs.

18 for a total cost of \$38,427.50, of which will be paid under
19 Barrett Law (by property owners), all as more particularly set
20 forth in said Contract which is on file in the Office of the
21 Board of Public Works and is by reference incorporated herein,
22 made a part hereof and is hereby in all things ratified, confirmed
23 and approved.

24 SECTION 2. This Ordinance shall be in full force and
25 effect from and after its passage and approval by the Mayor.

26
27
28 
29 _____
Councilman

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35 APPROVED AS TO FORM
AND LEGALITY, _____


CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 11-8-77

Charles W. Waterman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.
PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 11-22-77

Charles W. Waterman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE
(RESOLUTION) No. 243-77 on the 22nd day of November, 1977

ATTEST: (SEAL)

Charles W. Waterman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of November, 1977, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Waterman
CITY CLERK

Approved and signed by me this 25th day of November, 1977, at the hour of 10:00 o'clock 11 M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-77-11-07

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
approving a contract with Hipskind Asphalt Corporation for Resolution

No. 5770-77

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

Winfield C. Moses, Jr.

Donald J. Schmidt

Samuel J. Talarico

11-22-77

DATE: _____ CHAIRMAN: _____

CONTRACT

65-112-11 10/24/77

This Agreement, made and entered into this _____ day of _____, 19____

by and between _____

-----HIPS KIND ASPHALT CORPORATION-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Resolution No. 5770-77: To partially construct sidewalk and 100% curb on St. Joe Blvd

from the north curb line of Forest Avenue to the south curb line of State Blvd.,

to a width of 5' and concrete curbing as specified in accordance with City Plans

and Specifications. Project will also include center island park curbs.

by grading and paving the roadway to a width of XXXXXXXXXXXXXXXXXXXX feet with

XXXXXXXXXXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5770-1977 and at the following price per lineal foot

At the following prices:

Sidewalk Removal	Four dollars and no cents per square yard	\$ 4.00
New Standard Sidewalk (4")	One dollar and fifty cents per square foot	1.50
Curbface Wingwalk (6")	One dollar and seventy-five cents per square foot	1.75
Curb Type II-B Including Removal	Eight dollars and no cents per lineal foot	8.00
Mulch Seeding & Fertilizer	One dollar and fifty cents per square yard	1.50
Inlets Adjusted	One hundred seventy-five dollars and no cents for each	175.00
Parkstrip Grading	One dollar and no cents per square yard	1.00
Abandon Inlet	Seventy-five dollars and no cents for each	75.00
New Catch Basin Type I	Five hundred dollars and no cents for each	500.00
Top Soil	Eight dollars and fifty cents per ton	8.50
TOTAL	Thirty-eight thousand four hundred twenty-seven dollars and fifty cents	\$38,427.50

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5770-1977 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before June 30, 1978 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____ day of _____, 19____

HIPSKIND ASPHALT CORPORATION

BY:

ITS:

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

AND CURB
SIDEWALK/ IMPROVEMENT RESOLUTION

No. 5770-77

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,
that it is deemed necessary to ^{Partially} construct sidewalk ~~on~~ and 100% Curb on St. Joe Blvd.

from the north curb line of Forest Avenue

to the south curb line of State Blvd.

to a width of five (5) feet and concrete curbing as specified in accordance with
City Plans and Specifications.

Project will also include center island park curbs.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department
of Public Works of said City; and such improvement is now ordered.

^{10%} of the cost of the sidewalk and ^{0%} of the cost of the curbs
The cost of said improvement shall be assessed upon the real estate abutting on said St. Joseph
Blvd. ^{25%} and 100% respectively
as above described and upon the City of Fort Wayne, Indiana, if the said city is
benefited by said improvement, all according to the method and manner provided for in an Act of the General
Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6,
1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the rate of ^{six} ~~five~~ per
cent. per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the prop-
erty owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the
City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for
said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certifi-
cates, issued to said contractor in payment for such work, except for such moneys as shall have been actually
received by the City from the assessments for such improvement, or such moneys as said City is by said above
entitled act required to pay. All proceedings had and work done in the making of said improvement, assess-
ment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said
above entitled act and all amendments thereto and supplements thereof.

Adopted, this _____ day of _____, 19____.

BOARD OF PUBLIC WORKS: {

GUARANTY BOND

Know All Men by These Presents, That we _____

-----HIPSKIND ASPHALT CORPORATION-----Contractors

as principal, and _____

-----TRINITY UNIVERSAL INSURANCE CO. OF DALLAS, TEXAS-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THIRTY-EIGHT

THOUSAND FOUR HUNDRED TWENTY-SEVEN DOLLARS AND FIFTY CENTS-----

-----(\$ 38,427.50)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said _____

-----HIPSKIND ASPHALT CORPORATION-----

did on the _____ day of _____

_____, enter into a contract with the City of Fort Wayne to construct a

_____ Pavement

on Resolution No. 5770-1977 ~~Street from~~ To partially construct sidewalk
and 100% curb from the north curb line of Forest Avenue to the south curb line of
State Blvd., to a width of 5' and concrete curbing as specified in accordance with
City Plans and Specifications. Project will also include center island park curbs.

----- according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said _____

-----HIPSKIND ASPHALT CORPORATION----- shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this _____ day of _____

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: _____ (SEAL)

ITS: _____ (SEAL)

Approved this _____ day of _____

Board of Public Works.

LIABILITY BOND

Known All Men by These Presents, That we _____

-----HIPSKIND ASPHALT CORPORATION-----

as principal, and _____

-----TRINITY UNIVERSAL INSURANCE CO. OF DALLAS, TEXAS-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THIRTY-EIGHT

THOUSAND FOUR HUNDRED TWENTY-SEVEN DOLLARS AND FIFTY CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

-----(\$ 38,427.50)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this _____ day of _____

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: (SEAL)

ITS: (SEAL)

(SEAL)

Approved this _____ day of _____

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

September 30, 1977

IN RE:

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, **ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCTOBER, NOVEMBER AND DECEMBER, 1977.** in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	12.30	50¢	75¢			3if
BOILERMAKER	S	11.70	80	1.00		3¢	
BRICKLAYER	S	10.34	45	50		1	4if
CARPENTER (BUILDING) (HIGHWAY)	S	9.85		6¢		7	2if
	S	10.08	45	35		5	2if
CEMENT MASON	S	9.35	75	40		1	
ELECTRICIAN	S	11.30	40	1¢+30		6	
ELEVATOR CONSTRUCTOR	S	10.18	49½	32	8¢	2	
GLAZIER	S	9.53	12		40	4	25¢Holid-
IRON WORKER	S	10.75	75	85		1	2if
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	7.25-7.55	60	45		9	
	S-US-SS	7.15-8.00	60	45		9	
	S-US-SS	7.15-7.95	60	45		8	
LATHER	S	8.20		25		1	2if
MILLWRIGHT & PILEDRIVER	S	10.18		6¢		7	2if
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	7.90-11.00	40	55		8	
	S-SS-US	7.96-10.30	40	40		8	
	S-SS-US	8.00-10.30	40	40		5	
PAINTER	S	8.60-9.60	42	45		10	6¢misc.
PLASTERER	S	9.27	60	40			
PLUMBER & STEAMFITTER	S	11.35	45	75		7	4if
MOSAIC & TERRAZZO GRINDER	S	8.10-9.45					
ROOFER	S	9.45		10			
SHEETMETAL WORKER	S	10.54	40	35		4	13if
TEAMSTER (BUILDING) (HIGHWAY)	S-SS						
	US	8.68-9.63	23.00pw	28.00pw			
	S-SS-US	8.23-8.83	23.50pw	28.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 26 DAY OF Sept. 1977

Wayne T. Kefauver
 REPRESENTING GOVERNOR, STATE OF INDIANA

Henry P. W. W. W.
 REPRESENTING THE AWARDED AGENT

Frederic M. Fie
 REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

GUARANTY BOND

Know All Men by These Presents, That we _____

-----HIPSKIND ASPHALT CORPORATION-----

Contractors

as principal, and _____

-----TRINITY UNIVERSAL INSURANCE CO. OF DALLAS, TEXAS-----

as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THIRTY-EIGHT

THOUSAND FOUR HUNDRED TWENTY-SEVEN DOLLARS AND FIFTY CENTS-----

(\$ 38,427.50)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said _____

-----HIPSKIND ASPHALT CORPORATION-----

did on the _____ day of _____

enter into a contract with the City of Fort Wayne to construct a

Pavement

on Resolution No. 5770-1977

~~Street~~ To partially construct sidewalk

and 100% curb from the north curb line of Forest Avenue to the south curb line of

State Blvd., to a width of 5' and concrete curbing as specified in accordance with

City Plans and Specifications. Project will also include center island park curbs.

----- according to certain plans and specifications, and

for a period of three years

also warranting and guaranteeing the work, material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said _____

-----HIPSKIND ASPHALT CORPORATION----- shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this

10th

day of

Oct 77

TRINITY UNIVERSAL INSURANCE COMPANY

BY:

Terrence J. Ward
(Attorney-in-fact)

HIPSKIND ASPHALT CORPORATION

(SEAL)

BY:

David L. Hipkind (SEAL)

ITS:

Pres (SEAL)

Approved this _____ day of _____

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we -----

-----HIPSKIND ASPHALT CORPORATION-----

as principal, and -----

-----TRINITY UNIVERSAL INSURANCE CO. OF DALLAS, TEXAS-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THIRTY-EIGHT

THOUSAND FOUR HUNDRED TWENTY-SEVEN DOLLARS AND FIFTY CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

-----(\$ 38,427.50)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the -----

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 10th day of Oct 77

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: Daryl R. Hyskind (SEAL)

ITS: Pres. (SEAL)

----- (SEAL)

TRINITY UNIVERSAL INSURANCE COMPANY

BY: Tenney J. Ward
(Attorney-in-Fact)

Approved this ----- day of -----

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

September 30, 1977

TITLE OF ORDINANCE SPECIAL ORDINANCE - IMPROVEMENT RESOLUTION NO. 5770-77 - ST. JOE BLVD. CURB & SDW

HIPSKIND ASPHALT CORPORATION, CONTRACTOR \$38,427.50

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE IMPROVEMENT RESOLUTION NO. 5770-77- ST. JOE BLVD. CURB & SIDEWALK,

ST. JOE BLVD. FROM FOREST AVENUE TO SOUTH CURB LINE OF STATE BLVD., HIPSKIND ASPHALT

CORPORATION, CONTRACTOR, IN THE AMOUNT OF \$38,427.50

(CONTRACT ATTACHED)

EFFECT OF PASSAGE CONSTRUCTION OF SIDEWALKS AND CURBS ON ST. JOE BLVD.

EFFECT OF NON-PASSAGE INABILITY TO CONSTRUCT SIDEWALKS AND CURBS AS PLANNED FOR ST. JOE BLVD.

ABOVE-DESCRIBED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) TO BE PAID BY PROPERTY OWNERS UNDER

BARRETT LAW

ASSIGNED TO COMMITTEE _____

Public Works